

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 9 January 2002	4. REQUISITION/PURCHASE REQ. NO. W25PHS12159300	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
USAED, Philadelphia Wanamaker Building, 100 Penn Square East Contracts Branch, RM 643 Philadelphia, Pennsylvania 19107-3390		See Block 6		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(√)	9A. AMENDMENT OF SOLICITATION NO. DACA61-02-R-0001
		×	9B. DATED (SEE ITEM 11) 16 Oct 2001
			10A. MODIFICATION OF CONTRACTS/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

REPLACE FAMILY HOUSING, PHASES 1 & 2, DOVER AIR FORCE BASE, DELAWARE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THIS AMENDMENT DOES NOT EXTEND THE 08 FEB 2002 PROPOSAL DUE DATE, C.O.B., EST.

(CONTINUED ON NEXT PAGE)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

SF 30 CONTINUATION SHEET

14. DESCRIPTION OF AMENDMENT:

a. SPECIFICATIONS:

(1) Section 00010 - SOLICITATION, OFFER AND AWARD (STANDARD FORM 1442) AND PRICING SCHEDULE: Please delete the following pages 00010-3 through 00010-22 in their entirety and replace it with the new pages 00010-3 through 00010-31, annotated Amendment No. 0006, attached hereto.

(2) SECTION 00600 - REPRESENTATIONS & CERTIFICATIONS: (a) Please delete pages 00600-3 through 00600-6 in their entirety and substitute with revised pages having the same numbers annotated Amendment Number 0006 attached hereto.

(3) SECTION 00700 - CONTRACT CLAUSES: (a) Please delete pages 00700-35 through 00700-44 and 00700-75 through 00700-76 in their entirety and substitute with revised pages having the same numbers annotated Amendment Number 0006 attached hereto.

(2) Section 00800 - SPECIAL CONTRACT REQUIREMENTS: Please delete the following page 00800-2 in its entirety and replace it with the new page 00800-2 and 00800-2a, annotated Amendment No. 0006, attached hereto.

(4) Section 00810 - WAGE RATES: Please delete pages 00810-5 through 00810-9 in their entirety and substitute with revised pages having the same numbers annotated Amendment Number 0006 attached hereto.

(5) STATEMENT OF WORK: Please delete the following pages of the Statement Of Work: 1 through 6 in its entirety and substitute with revised pages having the same numbers annotated Amendment Number 0006 attached hereto.

b. Please indicate receipt of this amendment on Standard Form 1442 (SOLICITATION, OFFER, AND AWARD) as Amendment No. 0006. Failure to acknowledge all amendments may be cause for rejection of the bid.

**BASE BID
(PHASE 1)**

ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE
0001	Phase One - For the complete design and construction of a minimum for 92 family housing units (not more than 120 units) and supporting facilities at Dover AFB, DE.			

XXXXXX
XXXXXX

ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001A A		1.00	Lump Sum		

All construction work for **92** (not more than 108) New Family Housing units in Item 0001 within the five (5) foot line (includes all work inside of a line drawn at a perpendicular distance of five feet outside of the exterior face of foundation walls). **Mix as follows: 16- 3 bedroom CGO units in Area "B", 36 – 4 bedroom JNCO units in Area "A", 32 – 2 bedroom JRENL units in Area "A", 4 – 3 bedroom handicap accessible CGO units in Area "A", and 4 – 4 bedroom handicap accessible JNCO units in Area "A".**

NET AMT

ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001A B		1.00	Lump Sum		

All construction work outside of the five (5) foot line, excluding Items 0001AC, 0001AD, 0001AE, 0001AF, and 0001AG. THIS ITEM INCLUDES INSTALLING UNDERGROUND CONDUIT FOR PUBLIC TELEPHONE AND CABLE TV AS WELL AS TWO UNDERGROUND CONDUITS FOR A BASE COMMUNICATIONS LINES TO THE EJECTOR STATION LOCATED BEHIND AREA B. THIS ITEM ALSO INCLUDES TEMPORARY UTILITY POLES ON THE PHASE TWO SIDE OF WALNUT STREETS FOR INSTALLATION OF TEMPORARY TELEPHONE AND CABLE TV LINES TO BUILDINGS IN AREA C, SEE ITEMS 0001AF-1 AND 0001AG-1

NET AMT

ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001A C		1.00	Lump Sum		

Design work for all items (construct new family housing units, and all other features required by the RFP except for design work by local telephone company and cable TV company – See items 0001AF and 0001AG.)

NET AMT

ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001A D-1		1.00	Lump Sum		

Demolition of 120 existing housing units (18 buildings) including foundations and associated site improvements to include parking lots, driveways, curbs and gutters, sidewalks, storage shed, fences, utilities, etc. NOT INCLUDING ASBESTOS ABATEMENT – see item 0001AD-2 and NOT INCLUDING REMOVAL OF OVERHEAD TELEPHONE LINES – see item 0001AF-1.

Demolition includes removal of utility poles on Cypress and Walnut Streets and West Hawthorne Drive only. Demolition includes removal of overhead Cable TV lines on Cypress and Walnut Streets but not overhead Cable TV lines in Area C, which shall be removed under Phase Two option.

NET AMT

ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001A D-2		1.00	Lump Sum		

Asbestos Abatement of 120 existing housing units (18 buildings) to include mechanical room basements (one per three building cluster)

ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	NET AMT UNIT PRICE	AMOUNT
0001A E		1.00	Lump Sum		

Construction of recreation facilities complete, including all work incidental thereto as required by the statement of work.

NET AMT

ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001A F-1		1.00	Lump Sum		

Installation of exterior underground telephone lines and other equipment by local telephone company (lines in conduit provided by the housing contractor under item 0001AB). To include lines to existing buildings outside of the project area on Cypress Street. Also includes cost to demolish existing overhead telephone lines on West Hawthorne Drive and Cypress and Walnut Streets and within the project site and to existing buildings outside of project site on Cypress and Walnut streets. Except that overhead lines in Area C, served from line along Walnut Street shall be replaced as part of the Phase Two bid item – 0003AF-1. In Phase One contractor shall only relocate underground the lines from the line along Walnut Street but not across Walnut Street to utility poles in Area C. Instead, as part of this bid item, Contractor shall run temporary lines along the Phase Two side of Walnut Street to existing poles now served by overhead lines from the Phase One side of Walnut Street. Also includes cost to demolish existing overhead lines to school adjacent to Area B and to the Youth Center at the end of Cypress Street adjacent to Area B (this line is inactive) and provide a new underground line to the school.

NOTE: Overhead lines on High Street from Cypress to Myrtle Streets will be removed by the telephone company and replaced in contractor provided conduits by the telephone company as part of Phase Two bid item 0003AF-1.

\$342,350

NET AMT

ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001A F-2		1.00	Lump Sum		

Design of exterior telephone lines and terminal backboard (one per housing unit) by local telephone company. Design to include lines to existing buildings outside the project area on Cypress and Walnut Streets, to the school, and to include demolition of all overhead lines described in 0001AF-1.

\$24,840

NET AMT

ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001A G-1		1.00	Lump Sum		

Installation of exterior underground Cable TV lines and other equipment by local cable TV company (cable in conduit provided by the housing contractor under item 0001AB), to include lines to existing buildings outside the project area on Cypress Street. Includes temporary overhead lines on Contractor provided poles (see Item 0001AB) on the Phase Two side of Walnut Street to existing poles serving houses in Area C. Overhead lines in Area C from line along Walnut Street to buildings in Area C shall be replaced as part of the Phase Two bid item 0003AG-1. Includes new underground lines on Cypress and Walnut Streets and West Hawthorne Drive (from Cypress to parking lot adjacent to Area B and to school and Youth Center (located at the end of Cypress Street adjacent to Area B).

NOTE: Overhead Cable TV lines on High Street from Cypress Street to Lebanon Road shall be replaced with lines in underground conduits as part of Phase Two, bid item 0003AG-1. All overhead lines are removed under bid item 0001AD-1 except for lines on High Street between Cypress Street and Lebanon Road which shall be removed under Phase Two, bid item 0003AD-1. All lines become the property of the contractor.

NET AMT \$94,870

ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001A G-2		1.00	Lump Sum		

Design of exterior cable TV lines by local cable TV company. Design to include lines to existing buildings outside the project area on Cypress Street and to the school and the Youth Center.

NET AMT \$17,800

TOTAL BASE BID _____

OPTIONAL BID ITEMS

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002A		1.00	Lump Sum		
	Design and construction of one (1) additional 4 bedroom two story 4-plex, to include revision of site and utility plans (except for new telephone and cable TV lines – see options 0002A-1, 0002A-2, 0002A-3 and 0002A-4).				

NET AMT

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002B		1.00	Lump Sum		
	Design and construction of two (2) additional 4 bedroom two story 4-plexes, to include site and utility plans (except for new telephone and cable TV lines – see options 0002B-1, 0002B-2, 0002B-3, and 0002B-4). To be located in Area “A”				

NET AMT

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002C		1.00	Lump Sum		
	<i>Design and construction of three (3) additional bedroom two story 4-plexes, to include site and utility plans (except for new telephone and cable TV lines – see options 0002C-1, 0002C-2, 0002C-3, and 0002C-4). To be located in Area “A”</i>				

NET AMT

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002D		1.00	Lump Sum		

Design and construction of four (4) additional 4 bedroom two story 4-plexes, to include site and utility plans (except for new telephone and cable TV lines – see options 0002D-1, 0002D-2, 0002D-3, and 0002D-4). To be located in Area “A”

NET AMT

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002E		1.00	Lump Sum		

Design and construction of five (5) additional 4 bedroom two story 4-plexes, to include site and utility plans (except for new telephone and cable TV lines – see options 0002E-1, 0002E-2, 0002E-3, and 0002E-4). To be located in Area “A”

NET AMT

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002F		1.00	Lump Sum		

Design and construction of one (1) additional 2 bedroom two story 4-plex, to include site and utility plans (except for new telephone and cable TV lines – see options 0002A-1, 0002A-2, 0002A-3, and 0002A-4). To be located in Area “A”

NET AMT

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002G		1.00	Lump Sum		

Design and construction of two (2) additional 2 bedroom two story 4-plexes, to include site and utility plans (except for new telephone and cable TV lines – see options 0002B-1, 0002B-2, 0002B-3, and 0002B-4). To be located in Area “A”

NET AMT

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002A-1		1.00	Lump Sum		

Installation of exterior telephone lines and other equipment by local telephone company (lines in conduit provided by the housing contractor under item 0002A) for an additional 4-plex in Area “A”.

NET AMT**_\$8,830_**

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002A-2		1.00	Lump Sum		

Design of exterior telephone lines and terminal backboard (one Per housing unit) by local telephone company for an additional 4-plex in Area “A”.

NET AMT**_\$300_**

OPT	SUPPLIES/	QTY	UNIT	UNIT PRICE	AMOUNT
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ITEM SERVICES

NO

0002B-
11.00 Lump
Sum

Installation of exterior telephone lines and other equipment by local telephone company (lines in conduit provided by the housing contractor under item 0002B) for two additional 4-plexes in Area A.

\$17,660

NET AMT

OPT

ITEM

NO

0002B-
2SUPPLIES/
SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

1.00 Lump
Sum

Design of exterior telephone lines and terminal backboard (one Per housing unit) by local telephone company for two additional 4-plexes in Area A

\$600

NET AMT

OPT
ITEM
NO0002C
-1SUPPLIES/
SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

1.00 Lump
Sum

Installation of exterior telephone lines and other equipment by local telephone company (lines in conduit provided by the housing contractor under item 0002C) for three additional 4-plexes in Area A.

\$26,490

NET AMT

OPT

SUPPLIES/

QTY

UNIT

UNIT PRICE

AMOUNT

ITEM NO 0002C -2	SERVICES	1.00	Lump Sum
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***Design of exterior telephone lines and terminal backboard
(one per housing unit) by local telephone company for
three additional 4-plexes in Area A.***

\$900

NET AMT

OPT ITEM NO 0002D -1	SUPPLIES/ SERVICES	QTY 1.00	UNIT Lump Sum	UNIT PRICE	AMOUNT
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***Installation of exterior telephone lines and othe equipment
by local telephone company (lines in conduit provided by
the housing contractor under item 0002D) for four additional
4-plexes in Area A.***

\$35,320

NET AMT

OPT ITEM NO 0002D -2	SUPPLIES/ SERVICES	QTY 1.00	UNIT Lump Sum	UNIT PRICE	AMOUNT
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***Design of exterior telephone lines and terminal backboard
(one per housing unit) by local telephone company for four
additional 4-plexes in Area A.***

\$1,200

NET AMT

OPT	SUPPLIES	QTY	UNIT	UNIT PRICE	AMOUNT
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ITEM NO 0002E -1	SERVICES	1.00	Lump Sum
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Installation of exterior telephone lines and other equipment by local telephone company (lines in conduit provided by the housing contractor under item 0002E) for five additional 4-plexes in Area A.

NET AMT **\$44,150**

OPT ITEM NO 0002E -2	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
		1.00	Lump Sum		

Design of exterior telephone lines and terminal backboard (one per housing unit) by local telephone company for five additional 4-plexes in Area A.

NET AMT **\$1,500**

OPT ITEM NO 0002A- 3	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
		1.00	Lump Sum		

Installation of exterior Cable TV lines and other equipment by local cable TV company (cable in conduit provided by the housing contractor under item 0002A) for an additional 4-plex in Area A.

NET AMT **\$780**

OPTION	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT	AMOUNT
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ITEM NO

PRICE

0002A-4

1.00

Lump Sum

Design of exterior cable TV lines by local cable TV company for an additional 4-plex in Area A

\$780

NET AMT

OPT
ITEM
NOSUPPLIES/
SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

0002B-
3

1.00

Lump
Sum

Installation of exterior Cable TV lines and other equipment by local cable TV company (cable in conduit provided by the housing contractor under item 0002B) for two additional 4-plexes in Area A.

\$1,550

NET AMT

OPT
ITEM
NO
0002B
-4SUPPLIES/
SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

1.00

Lump
Sum

Design of exterior cable TV lines by local cable TV company for two additional 4-plexes in Area A.

\$1,550

NET AMT

OPT

SUPPLIES/

QTY

UNIT

UNIT PRICE

AMOUNT

ITEM NO 0002C- 3	SERVICES	1.00	Lump Sum
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Installation of exterior Cable TV lines and other equipment by local cable TV company (cable in conduit provided by the housing contractor under item 0002C) for three additional 4-plexes in Area A.

\$2,340

				NET AMT	
OPT ITEM NO 0002C- 4	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
		1.00	Lump Sum		

Design of exterior cable TV lines by local cable TV company for three additional 4-plexes in Area A.

\$2,340

				NET AMT	
OPT ITEM NO 0002D- 3	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
		1.00	Lump Sum		

Installation of exterior Cable TV lines and other equipment by local cable TV company (cable in conduit provided by the housing contractor under item 0002D) for four additional 4-plexes in Area A.

\$3,120

NET AMT

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002D -4		1.00	Lump Sum		

Design of exterior cable TV lines by local cable TV company for four additional 4-plexes in Area A.

NET AMT \$3,120

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002E- 3		1.00	Lump Sum		

Installation of exterior Cable TV lines and other equipment by local cable TV company (cable in conduit provided by the housing contractor under item 0002E) for five additional 4-plexes in Area A.

NET AMT \$3,900

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002E -4		1.00	Lump Sum		

Design of exterior cable TV lines by local cable TV company for five additional 4-plexes in Area A.

NET AMT \$3,900

PHASE 2

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE
0003A				

Phase Two - For the complete design and construction of a minimum of **84** family housing units and supporting facilities at Dover AFB, DE. Government has up to 365 days from contract award to award this option.

XXXXXX
XXXXXX

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0003A A		1.00	Lump Sum		

All construction work for a minimum of **84**. New Family Housing units in Item 0003A within the five (5) foot line (includes all work inside of a line drawn at a perpendicular distance of five feet outside of the exterior face of foundation walls). **Mix as follows: 24 – 4 bedroom JNCO units, 40 – 3 bedroom JNCO units, 12 – 2 bedroom JRENL units, 4 – 4 bedroom handicap accessible JNCO units, and 4 – 3 bedroom handicap accessible JNCO units.**

NET AMT

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0003A B		1.00	Lump Sum		

All construction work outside of the five (5) foot line, excluding Items 0003AC, 0003AD, 0003AE, 0003AF, and 0003AG. THIS ITEM INCLUDES INSTALLING UNDERGROUND CONDUIT FOR TELEPHONE AND CABLE TV TO INCLUDE CONDUIT FOR TELEPHONE LINES TO ONE BUILDING ACROSS HIGH STREET AT CYPRESS STREET AND A CONDUIT TO THE CHAPEL ON WEST HAWTHORNE DRIVE.

NET AMT

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0003A C		1.00	Lump Sum		

Design work for all items (construct new family housing units, and all other features required by the RFP except for design work by local telephone company and cable TV company – See items 0003AF and 0003AG.)

NET AMT

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0003A D-1		1.00	Lump Sum		

Demolition of 120 existing housing units (18 buildings) including foundations and associated site improvements to include parking lots, driveways, curbs and gutters, sidewalks, storage shed, fences, utilities, etc. Includes removal of temporary utility poles AND Cable TV lines on Walnut Street. NOT INCLUDING ASBESTOS ABATEMENT – see item 0003AD-2. NOT INCLUDING EXISTING OVERHEAD TELEPHONE LINES ON HIGH AND MYRTLE STREETS AND WEST HAWTHORNE DRIVE – see item 0003AF-1.

NET AMT

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0003A D-2		1.00	Lump Sum		

Asbestos Abatement of 120 existing housing units (18 buildings) to include mechanical room basements (one per cluster of three buildings).

NET AMT

OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0003A E		1.00	Lump Sum		

Construction of recreation facilities complete, including all work incidental thereto as required by the statement of work.

OPT	SUPPLIES/	QTY	UNIT	NET AMT UNIT PRICE	AMOUNT
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ITEM SERVICES

NO

0003A

F-1

1.00 Lump
Sum

Installation of exterior telephone lines and other equipment by local telephone company (lines in conduit provided by the housing contractor under item 0003AB) along Myrtle Street and within the project site, also include new lines along High Street from Myrtle Street to Cypress Street and to one existing building outside project site along High Street at Cypress Street.

Also includes demolition of existing overhead telephone lines and installing new lines in contractor furnished conduits on Myrtle and High Streets, and West Hawthorne Drive between Walnut Street and Lebanon Road and to building outside the project site along High Street at Cypress Street. Also includes removal of temporary overhead lines on Walnut Street.

\$392,800

NET AMT

OPT

ITEM

NO

0003A

F-2

SUPPLIES/
SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

1.00 Lump
Sum

Design of exterior telephone lines and terminal backboard (one per housing unit) by local telephone company. Design to include demo of overhead existing lines and replace with underground lines as described in 0003AF-1.

\$25,760

NET AMT

OPT

SUPPLIES/

QTY

UNIT

UNIT PRICE

AMOUNT

ITEM SERVICES

NO

0003A

G-1

1.00 Lump
Sum

Installation of exterior Cable TV lines and other equipment by local cable TV company (cable in conduit provided by the housing contractor under item 0001AB) to include to the chapel on West Hawthorne Drive.

NOTE: REMOVAL OF EXISTING OVERHEAD CABLE TV LINES, TO INCLUDE TEMPORARY LINES ON WALNUT STREET, IS PART OF BID ITEM 0003AD-1. LINES BECOME THE PROPERTY OF THE CONTRACTOR.

\$88,270

NET AMT

OPT
ITEM

NO

0003A

G-2

SUPPLIES/
SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

1.00 Lump
Sum

Design of exterior cable TV lines by local cable TV company. Design to include lines to existing building outside project site on High Street at Cypress Street and to Chapel and along West Hawthorne Drive from Walnut Street to Lebanon Road.

\$17,510

NET AMT

TOTAL OPTION #3

OPT

SUPPLIES/

QTY

UNIT

UNIT PRICE

AMOUNT

ITEM SERVICES

ITEM
NO
0004A1.00 Lump
Sum

Design and construction of one (1) additional **4** bedroom two story 4-plex, to include site and utility plans (except for telephone and cable TV lines – see options 0004A-1, 0004A-2, 0004A-3, and 0004A-4).

NET AMT

OPT
ITEM
NO
0004BSUPPLIES/
SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

1.00 Lump
Sum

Design and construction of **two (2)** additional 4 bedroom two story **4-plexes**, to include site and utility plans (except for telephone and cable TV lines – see options 0004B-1, 0004B-2, 0004B-3, and 0004B-4).

NET AMT

OPT
ITEM
NO
0004CSUPPLIES/
SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

1.00 Lump
Sum

Design and construction of three (3) additional 4 bedroom two story 4-plexes, to include site and utility plans (except for telephone and cable TV lines – see options 0004C-1, 0004C-2, 0004C-3, and 0004C-4).

NET AMT

OPT

SUPPLIES/

QTY

UNIT

UNIT PRICE

AMOUNT

ITEM NO	SERVICES				
0004D		1.00	Lump Sum		
	<i>Design and construction of four (4) additional 4 bedroom two story 4-plexes, to include site and utility plans (except for telephone and cable TV lines – see options 0004D-1, 0004D-2, 0004D-3, and 0004D-4).</i>				
				NET AMT	_____
OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0004E		1.00	Lump Sum		
	<i>Design and construction of five (5) additional 4 bedroom two story 4-plexes, to include site and utility plans (except for telephone and cable TV lines – see options 0004E-1, 0004E-2, 0004E-3, and 0004E-4).</i>				
				NET AMT	_____
OPT ITEM NO	SUPPLIES/ SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0004F		1.00	Lump Sum		
	<i>Design and construction of one (1) additional 3 bedroom two story 4-plex, to include site and utility plans (except for telephone and cable TV lines – see options 0004A-1, 0004A-2, 0004A-3, and 0004A-4).</i>				
				NET AMT	_____
OPT	SUPPLIES/	QTY	UNIT	UNIT PRICE	AMOUNT

ITEM SERVICES

NO

0004G1.00 Lump
Sum

Design and construction of two (2) additional 3 bedroom two story 4-plexes, to include site and utility plans (except for telephone and cable TV lines – see options 0004B-1, 0004B-2, 0004B-3, and 0004B-4).

NET AMT

OPT
ITEM
NO0004A-
1SUPPLIES/
SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

1.00 Lump
Sum

Installation of exterior telephone lines and other equipment by local telephone company (lines in conduit provided by the housing contractor under item 0004A) for an additional ***4-plex***.

\$10,310OPT
ITEM
NO0004A-
2SUPPLIES/
SERVICES

QTY

UNIT

NET AMT
UNIT PRICE

AMOUNT

1.00 Lump
Sum

Design of exterior telephone lines and terminal backboard (one per housing unit) by local telephone company for one additional ***4-plex***

\$350

NET AMT

OPT

SUPPLIES/

QTY

UNIT

UNIT PRICE

AMOUNT

ITEM SERVICES

NO

0004B-
11.00 Lump
Sum

Installation of exterior telephone lines and other equipment by local telephone company (lines in conduit provided by the housing contractor under item 0004B) for **two additional 4-plexes.**

\$20,620

NET AMT

OPT
ITEM
NOSUPPLIES/
SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

0004B-
21.00 Lump
Sum

Design of exterior telephone lines and terminal backboard (one per housing unit) by local telephone company for two additional 4-plexes.

\$700

NET AMT

OPT
ITEM
NOSUPPLIES/
SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

0004C
-11.00 Lump
Sum

Installation of exterior telephone lines and other equipment by local telephone company (lines in conduit provided by the housing contractor under item 0004C) for three additional 4-plexes.

\$30,930

NET AMT

OPT

SUPPLIES/

QTY

UNIT

UNIT PRICE

AMOUNT

ITEM NO 0004C -2	SERVICES	1.00	Lump Sum
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Design of exterior telephone lines and terminal backboard (one per housing unit) by local telephone company for three additional 4-plexes.

NET AMT **\$1,050**

OPT ITEM NO 0004D -1	SUPPLIES/ SERVICES	QTY 1.00	UNIT Lump Sum	UNIT PRICE	AMOUNT
--	-----------------------	-----------------	-------------------------	------------	--------

Installation of exterior telephone lines and other equipment by local telephone company (lines in conduit provided by the housing contractor under item 0004D) for four additional 4-plexes.

NET AMT **\$41,240**

OPT ITEM NO 0004D -2	SUPPLIES/ SERVICES	QTY 1.00	UNIT Lump Sum	UNIT PRICE	AMOUNT
--	-----------------------	-----------------	-------------------------	------------	--------

Design of exterior telephone lines and terminal backboard (one per housing unit) by local telephone company for four additional 4-plexes.

NET AMT **\$1,400**

OPT	SUPPLIES/	QTY	UNIT	UNIT PRICE	AMOUNT
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ITEM SERVICES

NO

0004E-**1**1.00 Lump
Sum

Installation of exterior telephone lines and other equipment by local telephone company (lines in conduit provided by the housing contractor under item 0004E) for five additional 4-plexes

\$51,550

NET AMT

OPT

ITEM

NO

0004E-**2**SUPPLIES/
SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

1.00 Lump
Sum

Design of exterior telephone lines and terminal backboard (one per housing unit) by local telephone company for five additional 4-plexes.

\$1,750

NET AMT

OPT

ITEM

NO

0004A-

3SUPPLIES/
SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

1.00 Lump
Sum

Installation of exterior Cable TV lines and other equipment by local cable TV company (cable in conduit provided by the housing contractor under item 0004A) for one additional 4-plex.

\$720

NET AMT

OPT

SUPPLIES/

QTY

UNIT

UNIT PRICE

AMOUNT

ITEM SERVICES

NO

0004A-
41.00 Lump
Sum

Design of exterior cable TV lines by local cable TV company
for one additional **4-plex**.

\$720

NET AMT

OPT
ITEM
NO0004B-
3SUPPLIES/
SERVICES

QTY

UNIT

UNIT PRICE

AMOUNT

1.00 Lump
Sum

Installation of exterior Cable TV lines and other equipment
by local cable TV company (cable in conduit provided by
the housing contractor under item 0004B) for **two additional
4-plexes**.

\$1,453
OPT
ITEM
NO0004B-
4SUPPLIES/
SERVICES

QTY

UNIT

NET AMT
UNIT PRICE

AMOUNT

1.00 Lump
Sum

Design of exterior cable TV lines by local cable TV company
for **two additional 4-plexes**.

\$1,453

NET AMT

OPT

SUPPLIES/

QTY

UNIT

UNIT PRICE

AMOUNT

ITEM NO 0004C -3	SERVICES	1.00	Lump Sum
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Installation of exterior Cable TV lines and other equipment by local cable TV company (cable in conduit provided by the housing contractor under item 0004C) for three additional 4-plexes.

\$2,199

OPT ITEM NO 0004C -4	SUPPLIES/ SERVICES	QTY 1.00	UNIT Lump Sum	NET AMT UNIT PRICE	AMOUNT
--	-----------------------	-----------------	-------------------------	-----------------------	--------

Design of exterior cable TV lines by local cable TV company for three additional 4-plexes.

\$2,199

OPT ITEM NO 0004D -3	SUPPLIES/ SERVICES	QTY 1.00	UNIT Lump Sum	NET AMT UNIT PRICE	AMOUNT
--	-----------------------	-----------------	-------------------------	-----------------------	--------

Installation of exterior Cable TV lines and other equipment by local cable TV company (cable in conduit provided by the housing contractor under item 0004D) for four additional 4-plexes.

\$2,932

OPT	SUPPLIES/	QTY	UNIT	NET AMT UNIT PRICE	AMOUNT
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ITEM NO 0004D -4	SERVICES	1.00	Lump Sum
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Design of exterior cable TV lines by local cable TV company for four additional 4-plexes.

\$2,932

NET AMT

OPT ITEM NO 0004E- 3	SUPPLIES/ SERVICES	QTY 1.00	UNIT Lump Sum	UNIT PRICE	AMOUNT
--	-----------------------	-----------------	-------------------------	------------	--------

Installation of exterior Cable TV lines and other equipment by local cable TV company (cable in conduit provided by the housing contractor under item 0004E) for five additional 4-plexes.

\$3,665

NET AMT

OPT ITEM NO 0004E- 4	SUPPLIES/ SERVICES	QTY 1.00	UNIT Lump Sum	UNIT PRICE	AMOUNT
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Design of exterior cable TV lines by local cable TV company for five additional 4-plexes.

\$3,665

NET AMT

3. NOTES.

- a. The Army will procure this housing through a two step selection process in accordance with the provisions set forth in this Request for Proposals (RFP). When a contract is awarded, it will be a "Firm Fixed Price Contract."
- b. The Congress, in authorizing and funding this contract, has established certain cost limitations for the project. The construction cost limit for phases 1 and 2 are as follows: \$17,166,000 and \$17,778,000, respectively. Proposals that exceed this funding limit after evaluating any options may be rejected. Submission of desirable alternative features exceeding minimum requirements may be considered as long as award can be made within the established funds.
- c. Any proposal which is materially unbalanced as to prices for Phases 1 and 2 may be rejected. An unbalanced proposal is one which is based on prices significantly less than the cost for some work and prices which are significantly overstated for other work and can also exist where only overpricing or under pricing exists. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- d. Failure to insert prices for each item, to include bid options in the bid schedule may cause the proposal to be rejected.
- e. Phase One options, if awarded, will be awarded with the base bid in order to preclude a site re-design.
- f. Phase Two options for additional 4-plexes, if awarded, will be awarded with the option for the **84** units in order to preclude a site re-design. The Government has up to 365 days from award of Phase One to award any Phase Two options.

Project Name REPLACE FAMILY HOUSING PHASES 1 & 2

Project No FJXT024002/034003
REQUEST FOR PROPOSAL
DACA61-02-R-0001

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___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 233210 (insert NAICS code).

(2) The small business size standard is \$27.5 M(insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

52.222-30 DAVIS-BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)

(a) The wage determination issued under the Davis-Bacon Act by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of—

(1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Davis-Bacon Act.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed-

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State

agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

*(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.
(End of clause)*

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans" Employment Report (VETS-100 Report)".

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that--

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (DEC 2001)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Iceland, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: none (Contracting Officer to list applicable excepted materials or indicate "none")

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) 1
<i>Item 1:</i>			
Foreign construction material....			
Domestic construction material...			
<i>Item 2:</i>			
Foreign construction material....			
Domestic construction material...			

|1| Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes --

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.244-4 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS
(ARCHITECT-ENGINEER SERVICES) (AUG 1998)

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors, associates, or consultants.
(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

SPECIAL CONTRACT REQUIREMENTS.

SCR-1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (Apr 1984)

(a) The Contractor shall be required to (1) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (2) prosecute the work diligently, and (3) design and construct the entire work **ready for use not later than the proposed performance period after receipt of the contract notice to proceed.** The maximum Phase One proposed performance period cannot exceed 665 calendar days (180 calendar days for the design to include 77 days for Government reviews and 485 calendar days for construction, not including hazardous material abatement and building demolition which may commence upon approval of the applicable plans and specifications (under “fast track” design and construction, contractor may submit 100% abatement and demo plans only, in lieu of 35%, 60% and 100% designs)) after receipt of the notice to proceed. The times stated for completion shall include final cleanup of the premises. Contract will be extended as follows if options are awarded:

Phase One:

-Design

-30 calendar days for any option or combination of options up to a max of five additional 4 bedroom duplexes and two additional 2 bedroom duplexes.

-Construction

-Construct one additional 2 or 4 bedroom 4-plex – 60 calendar days.

- Construct two additional 2 or 4 bedroom 4-plexes – 90 calendar days

- Construct three additional 4 bedroom 4-plexes – 120 calendar days

-Construct four additional 4 bedroom 4-plexes – 150 calendar days

-Construct five additional 4 bedroom 4-plexes – 180 calendar days

-Construct a combination of up to two additional 2 bedroom and four additional 4 bedroom 4-plexes – 210 calendar days

-Construct a combination of up to two additional 2 bedroom and five additional 4 bedroom 4-plexes – 240 calendar days

Phase Two:

-Design and construct **84** housing units (mix of 2, 3, and 4 bedroom duplexes and handicap accessible duplexes). Includes demolition of 120 housing units – 610 calendar days (125 calendar days for additional design not part of Phase One design which includes 60 days for Government reviews and 485 days for construction, not including hazardous material abatement and building demolition which may commence upon approval of the applicable plans and specifications (under “fast track” design and construction, contractor may submit 100% abatement and demo plans only, in lieu of 35%, 60%, and 100% designs)) after receipt of the award of the Phase Two option for 108 units.

-Design

-30 calendar days for any option or combination of options up to a max of five additional 4 bedroom duplexes and two additional 3 bedroom duplexes.

-Construction

-Construct one additional 3, or 4 bedroom 4-plex – 60 calendar days.

- Construct two additional 3 or 4 bedroom 4-plexes – 90 calendar days

- Construct three additional 4 bedroom 4-plexes – 120 calendar days

-Construct four additional 4 bedroom 4-plexes – 150 calendar days

-Construct five additional 4 bedroom 4-plexes – 180 calendar days

-Construct a combination of up to two additional 3 bedroom and four additional 4 bedroom 4-plexes – 210 calendar days

-Construct a combination of up to two additional 3 bedroom and five additional 4 bedroom 4-plexes – 240 calendar days

(b) Provisions stipulated for conducting test on heating and air conditioning systems and planting and maintenance of grass are excluded from the completion time stated above.

(End of Clause)

SCR-2 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent of the total amount of work to be performed under the contract, not including design work. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. Identify what parts of the project will be "self-performed" by in-house forces and the related cost for each part, as defined below. If sufficient information is available at the time your offer is prepared, state (within this Organization factor narrative) the percentage of work you will self-perform. If sufficient information is not available during preparation of this narrative, state that the information is in the Pro-Forma requirements.

Computation Sheet. Provide and illustrate the calculation for "percent of self-performed work", in accordance with the definitions below. Use the form attached hereinafter.

General Decision Number DE010005General Decision Number **DE010005**

Superseded General Decision No. DE000005

State: **DELAWARE**

Construction Type:

HEAVY

County(ies):

STATEWIDE

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
---------------------	------------------

0	03/02/2001
1	05/11/2001
2	06/22/2001
3	08/10/2001
4	11/16/2001
5	12/14/2001
6	01/04/2002

COUNTY(ies):

STATEWIDE

CARP0454C 07/01/2000

	Rates	Fringes
NEW CASTLE AND KENT COUNTIES		
PILDRIVERMEN	26.20	16.14+a
FOOTNOTE FOR PILEDRIVERMEN:		
a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day and Washington's Birthday.		

CARP0626B 05/01/2001

	Rates	Fringes
NEW CASTLE AND KENT COUNTIES		
CARPENTERS	28.07	6.95

CARP1545B 05/01/1998

	Rates	Fringes
KENT & NEW CASTLE COUNTIES		
MILLWRIGHTS	27.41	7.49

CARP2012B 05/01/2001

	Rates	Fringes
SUSSEX COUNTY		
CARPENTERS	20.54	6.64
MILLWRIGHTS	22.29	6.64
PILEDRIVERMEN	21.54	6.64

* ELEC0126F 12/30/2001

	Rates	Fringes
LINE CONSTRUCTION:		
Linemen; cable splicers	30.65	3.30+18%
Winch truck operators	21.46	3.30+18%
Truck drivers	19.92	3.30+18%
Groundmen	18.39	3.30+18%

ELEC0313B 12/01/2000

	Rates	Fringes
ELECTRICIANS	26.82	47.62%

ENGI0542F 05/01/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	22.94	A+B
GROUP 2	22.62	A+B
GROUP 3	20.56	A+B
GROUP 4	20.20	A+B
GROUP 5	18.29	A+B
GROUP 6	17.72	A+B

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:

A. PAID HOLIDAYS: New Year's Day, Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day, and Election Day; Provided the employee works the scheduled work day before and after the scheduled work day following the holiday.

B. 29.5% + \$.5.25.

***TOXIC/HAZARDOUS WAST REMOVAL** Add 20 per cent to basic hourly ratge for all classifications

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Handling steel and stone in connection with erection; Cranes doing hook work, and Machine handling machinery, Cable Spinning Machines, Helicopters, Concrete pumps, Machines similar to the above including remote control equipment.

GROUP 2: All Types of Cranes, All Types of Backhoes, Cableways, Conveyor Loaders, Draglines, Keystones, All Types of Shovels, Derricks, Trench Shovels, Trenching Machine, Pippin Type Backhoe, Hoist with Two Towers, Pavers 12E and over (Concrete and Blacktop, All Types Overhead Cranes, Builling Hoists - Double Drum (Unless Used as Single Drum), Milling Machine, Mucking Machines in Tunnel, Gradalls, Front End Loaders, Boat Captain, Tandem Scrapers, Tower Type Crane Operation, Erecting, Dismantling, Jumping or Jacking, Drills Self-Contained (Drillmaster Type), Fork Lift (20 Feet and Over), Motor Patrols Fine Grade), Batch Plant with Mixer, Rollers (High Grade Finishing), Mechanic Welder, Spreaders, Bulldozers and Tractors, Side Boom, Bob Cat type (all attachments), Vermeer Saw, Directional Boring Machine, Hydro Ax, Chipper with Boom, Machines similar to the above including remote control equipment.

GROUP 3: Conveyors, (Except Building Conveyors), Building Hoist (Single Drum), Asphalt Plant Engineer, High or Low Pressure Boilers, Well Driller, Fork Lift Trucks (all types), Ditch Witch Type Trencher, Motor Patrol, Concrete Breaking Machine, Rollers, Fine Grade Machines, Stump Grinder, Machines similar to the above including remote control equipment.

GROUP 4: Seamen pulverizing Mixer, Tireman on power equipment, Maintenance Engineer (Power Boat), Farm Tractors, Form Line Graders, Road Finishing Machines, Power Boom, Seed Spreader, Grease Truck, Machines similar to the abovei including remote control equipment.

GROUP 5: Conveyors (Building), Welding Machines, Heaters, Well Points, Compressors, Pumps, Miscellaneous equipment Operator, Machines similar to the above including remote control equipment.

GROUP 6: Fireman, Oilers and Deckhands (Personnel Boats)

IRON0451B 07/01/2001		
	Rates	Fringes
IRONWORKERS:		
Structual, Ornamental, Reinforcing		
Riggers & Machinery Movers	24.60	14.80

LABO0199A 05/01/2001		
	Rates	Fringes
NEW CASTLE COUNTY		
LABORERS:		
GROUP 1	14.77	8.21
GROUP 2	14.92	8.21
GROUP 3	15.07	8.21
GROUP 4	17.07	8.21
LABORERS CLASSIFICATIONS		
GROUP 1: General laborers; asphalt tamper; asphalt raker; concrete pitman; landscaper; planter; puddler; railroad trackman; rubber magazine tender; seeder and arboriate; signalman.		
GROUP 2: Pipelayers.		
GROUP 3: Blasters; cassions and cofferdams (open air below 8 ft where caissons and cofferdams are 8 ft. or more below level of natural grade adjacent to starting point); diamond point drills; form setters; gunite nozzle operators; wagon drills.		
GROUP 4: Asbestos Removal Worker.		

LABO0847C 05/01/2001		
	Rates	Fringes
KENT & SUSSEX COUNTIES		
LABORERS:		
GROUP 1	15.84	8.11
GROUP 2	16.09	8.11
GROUP 3	16.34	8.11
GROUP 4	19.09	8.11
LABORERS CLASSIFICATIONS		
GROUP 1: General laborers; asphalt tamper; asphalt raker; concrete pitman; landscaper; planter; puddler; railroad trackman; rubber magazine tender; seeder and arboriate; signalman.		
GROUP 2: Pipelayers.		
GROUP 3: Blasters; cassions and cofferdams (open air below 8 ft where caissons and cofferdams are 8 ft. or more below level of natural grade adjacent to starting point); diamond point drills; form setters; gunite nozzle operators; wagon drills.		
GROUP 4: Asbestos Removal Worker.		

PAIN1021B 05/01/2001		
	Rates	Fringes
PAINTERS:		
Brush, Roller	21.43	7.08
Spray, Sandblast	21.98	7.08
Bridge	26.56	7.08

PLAS0008G 05/01/2001		
	Rates	Fringes
PLASTERS	25.35	13.40

PLAS0699D 05/01/1997

	Rates	Fringes
CEMENT MASONS	20.68	5.12

PLAS9592A 05/01/2000

	Rates	Fringes
CEMENT MASONS	24.95	5.30

PLUM0074B 06/18/2001

	Rates	Fringes
KENT (North of the Southern boundary of Dover) AND NEW CASTLE COUNTIES:		
PLUMBERS & PIPEFITTERS	29.94	13.55+a

FOOTNOTE::

A. PAID HOLIDAYS: Labor Day, Christmas Day, and General Election Day

PLUM0782A 02/15/2001

	Rates	Fringes
KENT (Except area North of the Southern boundary of Dover), AND SUSSEX COUNTIES		
PLUMBERS & PIPEFITTERS	25.83	4.95

TEAM0326B 05/01/2000

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	17.32	8.06+a+b
GROUP 2	17.49	8.06+a+b
GROUP 3	17.57	8.06+a+b

FOOTNOTES FOR TRUCK DRIVERS:

a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day provided the employee worked the day prior to the holiday or the first scheduled work day following the holiday.

b. PAID VACATION: Employees having at least one year of service receive 1 week paid vacation; employees having at least five years of service receive 2 weeks paid vacation

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Dump Trucks (Single Axle); Dumpsters; Escort and Pilot Vehicles; Flatboy; Material Trucks (straight jobs); Greasers, Steamers; Material Checkers and Receivers; Panel Trucks; Pick-ups; Rubber Tired (Towing or Pushing Flatbody Vehicles); Tire Man

GROUP 2: A-Frames; Agitators or Mixers; Asphalt Distributors; Dispatchers; Low-Boys; Semi-Trailers; Tandems and Batch Trucks

GROUP 3: Euclid tupe or similar off-highway equipment (where not self-loaded); Specialized earth moving equipment); Truck Mechanics; Twin Engine Equipment and Double-Hitched Equipment (Where not self-loaded)

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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STATEMENT OF WORK

1. DESIGN OBJECTIVES.

The design and construction shall comply with the specifications and requirements contained in this Request for Proposals (RFP). The design and technical criteria contained and cited in this RFP establish minimum standards for design and construction quality. All housing units constructed in accordance with these standards are "Energy Star Homes". Selection of building materials shall be tempered by economics and chosen for their appropriateness to the design relative to scale, color, and texture. All choices of materials and colors shall be influenced by the Dover AFB Architectural Compatibility Guide and allow for a minimum of maintenance and maximum of reliability. Materials that have a higher initial cost but will save money in the long run by reducing maintenance costs and increasing the cycle between replacement and/or repair shall be considered. The inclusion of high first cost-low maintenance items is not justification to exceed the mandatory cost limitations set for in Section 00010. These units will be the cornerstone of the redevelopment of the entire housing area. Whereas the overall replacement of all housing units will be phased over 10 years, it is important that this design establish a farsighted housing standard adaptable to future phases.

1.a. Work Scope. The objective of this solicitation is to obtain housing complete and adequate for assignment as quarters for military personnel and their families. This contract shall consist of the design and construction of a base contract with options for additional units (Phase One) of up to 120 housing units (combination of two story duplexes for officer's quarters, two story 4-plexes for enlisted quarters and single story handicap accessible duplexes) and options (Phase Two) for up to 112 more housing units (two story 4-plexes and two single story handicap accessible duplexes) on Government-owned land at Dover Air Force Base, Dover, Delaware, which comply with this RFP. Handicap accessible units shall be single story only. All other units shall be two story only.

Although this RFP includes site data such as soil borings, asbestos survey, and site drawings, it is the Contractor's responsibility to investigate the site, to include performing a topographic and geophysical survey, soil borings, soil sampling, hydrant flow tests, and an asbestos survey. The Contractor is also required to perform softdig prior to excavation at locations where the geophysical survey locates objects which are not identified on existing site and utility plans.

Site Description, Phase One, FY02:

Area 'A': This area is bounded by Walnut, High, and Cypress Streets, and West Hawthorne Drive and includes eight eight-plex (one/two story) and four four-plex (two story) existing housing buildings. It will be necessary to demolish all buildings at the same time in order to accommodate a minimum of **72** new housing units consisting of 4-plex buildings of 2 bedroom (junior enlisted quarters) and 4 bedroom (junior noncommissioned officer quarters) units and handicap accessible duplexes, all with attached single car garages and separate driveways. See paragraph 1.a.(2) for requirement for handicap accessible units in Area A (included as part of the total of **72** new units). The existing layout includes common parking lots for clusters of 3 buildings. It will be necessary to demolish all common parking areas and associated driveways to accommodate the new density, mix, and layout of buildings

Area 'A' Option: The bid schedule includes **options** for design and construction of up to **28** more units if, based on the site plan for Area A under the base bid item, there is room for more two story 4-plexes and/or single story duplexes.

Include **prices** for design and construction of one, **two, three, four, five** 4-bedroom units **4-plexes**, to include site work to accommodate this building. **The Government may elect to award any one of these options provided there is sufficient room on site.**

Include a **prices** for design and construction of **one and two** 2-bedroom units 4-plexes, to include site work to accommodate this building. **The Government may elect to award up to two additional 2-bedroom 4-plexes**

provided there is sufficient room on site.

Area 'B': This area lies south of Area 'A' across West Hawthorne Drive and is bounded by a parking lot, West Hawthorne Drive, Cypress Street, and a baseball field and includes four eight-plex and two four-plex housing buildings. The western half of Area 'B' shall accommodate **16** new company grade 3 bedroom units (duplex buildings only) and **2** new company grade 3 bedroom single story duplex with **all four** of the units handicap accessible (See also paragraph 1.a.(2), all with attached single car garages. The eastern half (adjacent to school parking lot) shall accommodate a play lot. As with Area 'A' all existing units shall be demolished at the same time in order to accommodate the new density and layout of buildings. As with the existing Area 'A', all parking is in three common parking lots. It will be necessary to demolish all common parking areas and associated driveways to accommodate the new density and layout of buildings, except for the parking area adjacent to the school. If the contractor elects to build units by Areas rather than all at once, Area B shall be completed first since the Base currently has a shortage of officer housing. A Phase One staging area is located behind Area B. Primary access to this staging area will be through Area B. Alternate access is through the parking lot between Area B and the school.

Area 'B' Option: **None**

Site Description, Phase Two, FY03 – It is anticipated that Congress will appropriate funds in FY03 for Phase Two which includes up to 112 units: two story 4-plexes (2, 3 and 4 bedroom) and single story handicap accessible **3 and 4** bedroom duplexes in two areas: Area C – the area bounded by High, Walnut, Myrtle Streets and West Hawthorne Drive where there are now located eight one/two story buildings with 8 units each and four two story buildings with 4 units each; and Area D – the area bounded by High and Myrtle Streets, West Hawthorn Drive and Lebanon Road where there are now four one/two story building with 8 units each and 2 two story buildings with 4 units each. Total of 120 existing units in 18 buildings. The following options may be awarded within one year of award of the base contract, offerors shall hold firm their bid prices for these options for one year from award of the base contract.

An option for design and construction of a minimum of **56** units in Area C and **28** units in Area D. It will be necessary to demolish all buildings in Area C at the same time in order to accommodate a minimum of **56** new housing units in Area C consisting of 4-plex buildings: **8** - 2 bedroom (junior enlisted quarters), **28** - 3 bedroom (junior noncommissioned officer quarters) and **16** - 4 bedroom (junior noncommissioned officer (NCO) quarters) units; and **two** - 4 bedroom handicap accessible duplexes, all with attached single car garages and separate drive ways. It will also be necessary to demolish all buildings in Area D at the same time in order to accommodate a minimum of **28** new housing units consisting of **4** - 2 bedroom junior enlisted quarters, **12** - 3 bedroom junior NCO quarters, **8** - 4 bedroom junior NCO quarters, and **two-3 bedroom handicap accessible duplexes** all with attached single car garages and separate driveways. This option also includes replacing 3 phase overhead electric distribution lines on High Street from Cypress Street to Lebanon Road with underground lines in conduits. Include a spare conduit. The 3-phase line on High Street does not directly feed any buildings. The existing layout includes common parking lots for clusters of 3 buildings. It will be necessary to demolish all common parking areas and associated driveways to accommodate the new density, mix, and layout of buildings.

The bid schedule includes **options** for the design and construction of up to **28** more units (**8- 3 bedroom junior NCO quarters, 4 each in Areas C and D and 20- 4 bedroom junior NCO quarters, 16 in Area C and 4 in Area D**).

Include **prices** for design and construction of one, **two, three, four, five** 4-bedroom units **4-plexes**, to include site work to accommodate this building. **The Government may elect to award any one of these options provided there is sufficient room on site.**

Include a **prices** for design and construction of **one and two** 3-bedroom units 4-plexes, to include site work to accommodate this building. **The Government may elect to award up to two additional 3-bedroom 4-plexes provided there is sufficient room on site.**

The Phase Two staging area is located on Lebanon Road just west of the site, just below West Hawthorne Drive. Access to the staging area is from Lebanon Road.

Site Demolition:

Area 'A': 12 Buildings. Building Numbers 3101, 03, 05, 07, 09, 11, 3200, 02, 04, 06, 08, 10, to include foundations, chimneys (one per cluster of three buildings), basements (mechanical rooms in buildings 3103, 3109, 3202, and 3208 – each mechanical room boiler and hot water tank serves a cluster of three buildings) and exterior storage sheds, fences, sidewalks, play lots, associated parking lots and associated sand filters (to be turned over to the Government at a location on Base as directed by the ACO), driveways, existing and abandoned laterals for gas, water, storm water, sanitary sewer; and telephone, electric and cable TV lines to the tie-in points to the applicable utility mains, as well as all miscellaneous sit improvements associated with the units to be demolished. Demolish all curbs, gutters and catch basins on Walnut, High, Cypress Streets – side bounding construction site only and both sides of West Hawthorne Drive and replace with new.

Area 'B': 6 Buildings. Building Numbers 3500, 01, 02, 03, 04, 05 to include foundations, chimneys (one per cluster of three buildings), basements (mechanical rooms in buildings 3501 and 3504 - each mechanical room boiler and hot water tank serves a cluster of three buildings), and exterior storage sheds, fences, sidewalks, play lots, associated parking lots and associated sand filters (to be turned over to the Government at a location on Base as directed by the ACO), driveways, existing and abandoned laterals for gas, water, storm water, sanitary sewer; and telephone, electric and cable TV lines as well as all miscellaneous site improvements associated with the units to be demolished. Demolish all curbs, gutters, and catch basins on Cypress Street – side bounding construction site only and replace with new.

Area 'C': 12 Buildings. Building Numbers 3001, 3003, 3005, 3007, 3009, 3011, 3100, 3102, 3104, 3106, 3108, 3110, to include foundations, chimneys (one per cluster of three buildings), basements (mechanical rooms in buildings 3003, 3009, 3102, and 3108 – each mechanical room boiler and hot water tank serves a cluster of three buildings) and exterior storage sheds, fences, sidewalks, play lots, associated parking lots and associated sand filters (to be turned over to the Government at a location on Base as directed by the ACO), driveways, existing and abandoned laterals for gas, water, storm water, sanitary sewer; and telephone, electric and cable TV lines as well as all miscellaneous sit improvements associated with the units to be demolished. Demolish all curbs, gutters and catch basins on Walnut, High, Myrtle Streets, and West Hawthorne Drive - side bounding construction site only and replace with new.

Area 'D': 6 Buildings. Building Numbers 3000, 3002, 3004, 3006, 3008, 3010, to include foundations, chimneys (one per cluster of three buildings), basements (mechanical rooms in buildings 3002 and 3008 – each mechanical room boiler and hot water tank serves a cluster of three buildings) and exterior storage sheds, fences, sidewalks, play lots, associated parking lots and associated sand filters (to be turned over to the Government at a location on Base as directed by the ACO), driveways, existing and abandoned laterals for gas, water, storm water, sanitary sewer; and telephone, electric and cable TV lines as well as all miscellaneous sit improvements associated with the units to be demolished. Demolish all curbs, gutters and catch basins on High and Myrtle Streets – side bounding construction site only and replace with new.

Areas A & B – Single Phase overhead electric lines (on Cypress and West Hawthorne), 3 phase electric lines on Walnut Street and overhead telephone and overhead Cable TV lines on Cypress and Walnut Streets serving both areas shall be demolished and replaced with underground lines in ducts, including any on the opposite side of Cypress Streets – this will involve reconnecting single family housing units on Cypress Street not within the construction site to new underground

ding temporary utility service to the vacated buildings in Area C (Phase 2). For water mains, Contractor shall provide new hydrants where necessary and sufficient valves to allow for ease of maintenance/repair of lines with no or little disruption of service to occupants during maintenance/repair. For sewers, Contractor shall provide manholes where necessary for ease of maintenance/repair of lines.

As part of the Phase One contract contractor shall relocate overhead electric, telephone, and Cable TV to the school underground and remove the existing poles. Also as part of Phase One contract, contractor shall relocate overhead

electric and cable TV to the Youth Center underground and remove existing poles located behind Area B (there is already underground Base communications to this building so existing overhead lines shall not be replaced). The existing overhead Verizon telephone lines to the Youth Center are abandoned and will be removed by Verizon at the Contractor's expense.

All existing utility poles are the property of Dover AFB and shall be turned in as salvage at a location on Base as designated by the ACO.

Contractor shall be responsible for protecting all existing streets, sidewalks, and utilities to remain. These include Base communications lines to the Chapel on West Hawthorne Drive and to the Youth Center at the end of Cypress Street next to Area B.

Contractor shall not trench through existing streets. Contractor shall bore under streets when installing underground utility lines.

Work within the project site shall consist of the following:

1.a.(1) Housing Units. Housing units with patio or balcony, family room, attached single car garage, exterior parking pad for one car, storage room accessible from the outside at ground level, privacy fencing, separate screened (fence/wall or plants), refuse container enclosure for each unit, individual central heating systems, energy conservation systems and central air conditioning (outside air conditioning units shall be screened (fence/wall or plants)), and including the following Contractor-furnished/Contractor-installed (CF/CI) equipment and appliances: electric range, refrigerator, garbage disposal, dishwasher, gas fired water heater, carbon monoxide alarms and smoke detectors (hard wired with battery backup). Housing units shall be a mix of two-, three-, and four-bedroom housing units as shown in Table 1-1:

TABLE 1-1 - HOUSING UNITS – PHASE ONE

Pay Grade	Number of Bedrooms	Minimum Number of Units (Base Bid)	Additional Units by Bid Options	Maximum Number of Units
O-1 through O-3 (CGO)	3	16	None	16
E-5 and E-6 (JNCO)	4	36	Up to 20	56
E-1 through E-4 (JRENL)	2	32	Up to 8	40
CGO Handicap Accessible	3	4	None	4
JNCO Handicap Accessible	4	4	None	4

TABLE 1-2 HOUSING UNITS – PHASE TWO

Pay Grade	Number of Bedrooms	Minimum Number of Units	Additional Units by Bid Options	Maximum Number of Units
E-5 and E-6 (JNCO)	4	24	Up to 20	44
E-5 and E-6 (JNCO)	3	40	Up to 8	48
E-1 through E-4 (JRENL)	2	12	none	12
JNCO Handicap Accessible	4	4	none	4
JNCO Handicap Accessible	3	4	none	4

1.a.(2) Handicap Accessible units.

1.a.(2).(a) Area A shall include a handicap accessible four bedroom single story duplex. Both units shall be handicap accessible. See paragraph 5.a.(2) for features of a handicap accessible unit.

1.a.(2).(b) Area B shall include a 3 bedroom single story duplex with both handicap accessible units. See paragraph 5.a.(2) for features of a handicap accessible unit. There is an option for an additional handicap accessible 3-bedroom single story duplex.

1.a.(2).(c) Area C shall include two handicap accessible four bedroom single story duplexes and two handicap accessible three bedroom single story duplexes. All units shall be handicap accessible. See paragraph 5.a.(2) for features of a handicap accessible unit.

1.a.(2).(d) Design of handicap accessible housing units shall conform to the Uniform Federal Accessibility Standards (UFAS) and American Disabilities Act Accessibility Guidelines (ADAAG).

1.a.(3) Site area and density.

1.a.(3).(a) Site area. The site is described on the RFP drawings included as part of this solicitation and includes approximately 36 acres (18 in Areas A and B and 18 in Areas C and D). Site work includes all design and construction of the site design to include grading, storm drainage, erosion control, pedestrian and vehicular circulation, utility systems (to include re-locating overhead power, Cable TV, and telephone underground), outdoor lighting, and play lots.

1.a.(3).(b) Site density. This project consists of up to **232 new** housing units on 36 acres of land area. Site development shall comply with the minimum requirements for LOW DENSITY siting.

1.a.(4) Special utilities and supplementary construction. None

1.a.(5) Demolition considerations and requirements. Demolition of **240** existing housing units – 36 multi-plex buildings and associated exterior storage sheds, fences, sidewalks, common parking lots and driveways. Known hazards: Asbestos, lead paint, mercury thermostats, PCB containing light ballasts. Asbestos survey and PCB ballast survey attached. Assume all interior painted surfaces contain lead. Exterior clapboard siding is covered with lead-base paint. This siding is covered by vinyl siding. The contractor shall remove the Motorola EMCS controls from the existing AC systems, store, and then re-install on the new AC systems in the new units.

1.b. Energy Star Homes Program Requirements: The Contractor, at the direction of the USACE Contracting Officer's Representative, shall be required to submit to the EPA the necessary information and certifications to register the units constructed in this project as Energy Star Homes. The contractor constructing housing units in accordance with this Statement of Work is not required to be a registered Energy Star Contractor. The required information can be submitted to EPA in several methods: